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NOTE: CHANGES MADE BY THE COURT

Attorney for Plaintiff
Toni McBride

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LAPD OFFICER TONI MCBRIDE,)	Case No.: 2:23-cv-02904-RGK-JPR
)	
Plaintiff,)	STIPULATION FOR PROTECTIVE
)	ORDER
v.)	
)	
CHIEF OF POLICE MICHEL MOORE;)	Judge: Hon. R. Gary Klausner
LOS ANGELES POLICE)	Magistrate Judge: Hon. Jean P. Rosenbluth
DEPARTMENT,)	
)	Complaint Filed: April 20, 2023
Defendants.)	
)	
)	
)	
)	

**TO THE HONORABLE COURT AND TO DEFENDANTS AND THEIR
ATTORNEYS OF RECORD:**

Plaintiff LAPD Officer Toni McBride (hereinafter "Plaintiff") and
Defendants CHIEF OF POLICE MICHAEL MOORE and LOS ANGELES
POLICE DEPARTMENT (hereinafter "Defendants") hereby stipulate, through
their respective counsel of record, to the following:

1 **1. A. PURPOSE AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles.

11 **B. GOOD CAUSE STATEMENT**

12 The Plaintiff in this matter is a Police Officer in the Los Angeles Police
13 Department. This action is likely to involve the production of personnel files and
14 internal investigation materials, and other administrative materials and similar
15 information. Such materials and information may consist of, among other things,
16 information otherwise generally unavailable to the public, or which may be
17 privileged or otherwise protected from disclosure under state or federal statutes,
18 court rules, case decisions, or common law. Accordingly, to expedite the flow of
19 information, to facilitate the prompt resolution of disputes over confidentiality and
20 discovery materials, to adequately protect information the parties are entitled to
21 keep confidential, to ensure that the parties are permitted reasonably necessary
22 uses of such material in preparation for and in the conduct of trial, to address their
23 handling at the end of litigation, and serve the ends of justice; a protective order for
24 such information is justified in this matter. It is the intent of the parties that
25 information will not be designated as confidential for tactical reasons and that
26 nothing be so designated without a good faith belief that it has been maintained in
27 a confidential, non-public manner, and there is good cause why it should not be
28 part of the public record of this case.

1 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
 2 **SEAL**

3 The parties agree that any pleadings, motions, briefs, declarations,
 4 stipulations, exhibits or other written submissions to the Court in this litigation
 5 which contain or incorporate Confidential Material shall either be redacted as to
 6 the Confidential portions, or lodged with an application and/or joint stipulation to
 7 file the papers or portion thereof containing Confidential Material, under seal.

8 The parties agree that they will meet and confer regarding the necessity of
 9 seeking an order from the Court filing under seal any pleadings, motions, briefs,
 10 declarations, stipulations, exhibits or other documents and/or materials at least five
 11 (5) days prior to filing any application and/or joint stipulation to file under seal.

12 The parties further acknowledge, as set forth in Section 12.3, below, that
 13 this Stipulated Protective Order does not entitle them to file confidential
 14 information under seal; Civil Local Rule 79-5 sets forth the procedures that must
 15 be followed and the standards that will be applied when a party seeks permission
 16 from the court to file material under seal.

17 **2. DEFINITIONS**

18 **2.1 Action:** the above-captioned lawsuit of *LAPD Officer Toni McBride v.*
 19 *Chief of Police Michel Moore, et al.*, USDC Case No. 2:23-cv-02904-RKG-
 20 JPR.

21 **2.2 Challenging Party:** a Party or Non-Party that challenges the designation of
 22 information or items under this Order.

23 **2.3 “CONFIDENTIAL” Information or Items:** information (regardless of
 24 how it is generated, stored, or maintained) or tangible things that qualify for
 25 protection under Federal Rule of Civil Procedure 26(c), and as specified
 26 above in the Good Cause Statement.

27 **2.4 Counsel:** Outside Counsel of Record and House Counsel (as well as their
 28 support staff).

1 **2.5 Designating Party:** a Party or Non-Party that designates information or
2 items in disclosures or in responses to discovery as “CONFIDENTIAL.”

3 **2.6 Disclosure or Discovery Material:** all items or information, regardless of
4 the medium or manner in which it is generated, stored, or maintained
5 (including among other things, testimony, transcripts, and tangible things),
6 that are produced or generated in disclosures or responses to discovery in
7 this matter.

8 **2.7 Expert:** a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to
10 serve as an expert witness or as a consultant in this action.

11 **2.8 Final Disposition:** when this Action has been fully and completely
12 terminated by way of settlement, dismissal, trial, appeal and/or remand to
13 state court.

14 **2.9 House Counsel:** attorneys who are employees of a Party to this Action.
15 House Counsel does not include Outside Counsel of Record or any other
16 outside counsel.

17 **2.10 Non-Party:** any natural person, partnership, corporation, association, or
18 other legal entity not named as a Party to this action.

19 **2.11 Outside Counsel of Record:** attorneys who are not employees of a party
20 to this Action but are retained to represent or advise a party to this Action
21 and have appeared in this Action on behalf of that party or are affiliated
22 with a law firm which has appeared on behalf of that party, and includes
23 support staff.

24 **2.12 Party:** any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record
26 (and their support staffs).

27 **2.13 Producing Party:** a Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

1 **2.14 Professional Vendors:** persons or entities that provide litigation support
 2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
 3 demonstrations, and organizing, storing, or retrieving data in any form or
 4 medium and their employees and subcontractors.

5 **2.15 Protected Material:** any Disclosure or Discovery Material that is
 6 designated as “CONFIDENTIAL.”

7 **2.16 Receiving Party:** a Party that receives Disclosure or Discovery Material
 8 from a Producing Party.

9 **3. SCOPE**

10 The protections conferred by this Stipulation and Order cover not only
 11 Protected Material (as defined above), but also (1) any information copied or
 12 extracted from Protected Material; (2) all copies, excerpts, summaries, or
 13 compilations of Protected Material; and (3) any testimony, conversations or
 14 presentations by Parties or their Counsel that might reveal Protected Material.

15 Any use of Protected Material at trial shall be governed by the orders of the
 16 trial judge. This Order does not govern the use of Protected Material at trial

17 **4. DURATION**

18 Once a trial commences in this Action, information that was designated as
 19 CONFIDENTIAL or maintained pursuant to this protective order and that is
 20 introduced or admitted as an exhibit at trial becomes public and will be
 21 presumptively available to all members of the public, including the press, unless
 22 compelling reasons supported by specific factual findings to proceed otherwise are
 23 made to the trial judge in advance of trial. See *Kamakana v. City and County of*
 24 *Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”
 25 showing for sealing documents produced in discovery from “compelling reasons”
 26 standard when merits-related documents are part of court record). Accordingly, the
 27 terms of this protective order do not extend beyond the commencement of the trial
 28 as to the CONFIDENTIAL information and materials introduced or admitted as an

exhibit at trial.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

- (a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or

1 trial proceedings), that the Producing Party affix at a minimum, the
2 legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”),
3 to each page that contains protected material. If only a portion or
4 portions of the material on a page qualifies for protection, the
5 Producing Party also must clearly identify the protected portion(s)
6 (e.g., by making appropriate markings in the margins).

7 A Party or Non-Party that makes original documents available for inspection
8 need not designate them for protection until after the inspecting Party has indicated
9 which documents it would like copied and produced. During the inspection and
10 before the designation, all of the material made available for inspection shall be
11 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
12 documents it wants copied and produced, the Producing Party must determine
13 which documents, or portions thereof, qualify for protection under this Order.
14 Then, before producing the specified documents, the Producing Party must affix
15 the “CONFIDENTIAL legend” to each page that contains Protected Material. If
16 only a portion or portions of the material on a page qualifies for protection, the
17 Producing Party also must clearly identify the protected portion(s) (e.g., by making
18 appropriate markings in the margins).
19

20 (b) for testimony given in depositions, that the Designating Party identify
21 all protected testimony in the Disclosure or Discovery Material on the record,
22 before the close of the deposition.

23 (c) for information produced in some form other than documentary and
24 for any other tangible items, that the Producing Party affix in a prominent place on
25 the exterior of the container or containers in which the information is stored the
26 legend “CONFIDENTIAL.” If only a portion or portions of the information
27 warrants protection, the Producing Party, to the extent practicable, shall identify
28 the protected portion(s).

1 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent
 2 failure to designate qualified information or items does not, standing alone, waive
 3 the Designating Party's right to secure protection under this Order for such
 4 material.

5 Upon timely correction of a designation, the Receiving Party must make
 6 reasonable efforts to assure that the material is treated in accordance with the
 7 provisions of this Order.

8 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a
 10 designation of confidentiality at any time that is consistent with the Court's
 11 Scheduling Order.

12 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute
 13 resolution process in full compliance with Local Rule 37.

14 **6.3** The burden of persuasion in any such challenge proceeding shall be on
 15 the Designating Party. Frivolous challenges, and those made for an improper
 16 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 17 parties) may expose the Challenging Party to sanctions. Unless the Designating
 18 Party has waived or withdrawn the confidentiality designation, all parties shall
 19 continue to afford the material in question the level of protection to which it is
 20 entitled under the Producing Party's designation until the Court rules on the
 21 challenge.
 22

23 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

24 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is
 25 disclosed or produced by another Party or by a Non-Party in connection with this
 26 Action only for prosecuting, defending, or attempting to settle this Action. Such
 27 Protected Material may be disclosed only to the categories of persons and under
 28 the conditions described in this Order. When the Action has been terminated, a

1 Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Order.

6 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

10 (a) all parties to the case, including individual parties Plaintiff Toni McBride
11 and Defendant Michel Moore; any counsel of record on the case and associates and
12 employees thereof

13 (b) the Receiving Party’s Outside Counsel of Record in this Action, as well
14 as employees of said Outside Counsel of Record to whom it is reasonably
15 necessary to disclose the information for this Action. For avoidance of doubt, it is
16 expressly agreed that the Receiving Party himself, herself, or itself may review
17 Confidential materials.

18 (c) Experts (as defined in this Order) of the Receiving Party to whom
19 disclosure is reasonably necessary for this Action and who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and Professional
24 Vendors to whom disclosure is reasonably necessary for this Action and who have
25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information or a
27 custodian or other person who otherwise possessed or knew the information;
28

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions or appointed by the Court.

7.3 The parties, and counsel and their staff and associates are not required to separately sign the Agreement to Be Bound. Counsel making the disclosure to any other qualified person described herein shall obtain an executed Agreement from that person and retain the original executed copy of the Nondisclosure Agreement until sixty (60) days after this litigation has become final. Counsel for the Receiving Party shall maintain all signed nondisclosure Agreements and shall produce same upon reasonable written notice from opposing counsel. If an issue arises regarding a purported unauthorized disclosure of Confidential Information, upon noticed motion by the Designated Party, counsel for the Receiving Party may be required to file the signed Nondisclosure Agreements, as well as a list of the disclosed materials, in camera with the Court having jurisdiction of the Stipulation.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODCUED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL,” that Party must:

2 (a) promptly notify in writing the Designating Party. Such notification shall
3 include a copy of the subpoena or court order unless prohibited by law;

4 (b) promptly notify in writing the party who caused the subpoena or order to
5 issue in the other litigation that some or all of the material covered by the subpoena
6 or order is subject to this Protective Order. Such notification shall include a copy
7 of this Stipulated Protective Order; and

8 (c) cooperate with respect to all reasonable procedures sought to be pursued
9 by the Designating Party whose Protected Material may be affected.

10 The Party served with the subpoena or court order shall notify the
11 Designating Party of the subpoena before producing Protected Material, so that the
12 Designating Party may file a motion to quash if it chooses. Having so notified the
13 Designating Party, the Party served with the subpoena is not prohibited from
14 complying. Nothing in these provisions should be construed as authorizing or
15 encouraging a Receiving Party in this Action to disregard a lawfully issued
16 subpoena or court order.
17

18 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
19 **PRODUCED IN THIS LITIGATION**

20 (a) The terms of this Order are applicable to information produced by a Non-
21 Party in this Action and designated as “CONFIDENTIAL.” Such information
22 produced by Non-Parties in connection with this litigation is protected by the
23 remedies and relief provided by this Order. Nothing in these provisions should be
24 construed as prohibiting a Non-Party from seeking additional protections.

25 (b) In the event that a Party is required, by a valid discovery request, to
26 produce a Non-Party’s confidential information in its possession, and the Party is
27 subject to an agreement with the Non-Party not to produce the Non-Party’s
28 confidential information, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-Party that
 2 some or all of the information requested is subject to a confidentiality agreement
 3 with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
 5 Order in this Action, the relevant discovery request(s), and a reasonably specific
 6 description of the information requested; and

7 (3) make the information requested available for inspection by the Non-
 8 Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court within 14
 10 days of receiving the notice and accompanying information, the Receiving Party
 11 may produce the Non-Party's confidential information responsive to the discovery
 12 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
 13 not produce any information in its possession or control that is subject to the
 14 confidentiality agreement with the Non-Party before a determination by the court.
 15 Absent a court order to the contrary, the Non-Party shall bear the burden and
 16 expense of seeking protection in this court of its Protected Material.

18 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Receiving Party learns that, by inadvertence or otherwise, it has
 20 disclosed Protected Material to any person or in any circumstance not authorized
 21 under this Stipulated Protective Order, the Receiving Party must immediately (a)
 22 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
 23 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
 24 the person or persons to whom unauthorized disclosures were made of all the terms
 25 of this order, and (D) request such person or person to execute the
 26 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
 27 A.
 28

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
 2 **OTHERWISE PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
 4 inadvertently produced material is subject to a claim of privilege or other
 5 protection, the obligations of the Receiving Parties are those set forth in Federal
 6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 7 whatever procedure may be established in an e-discovery order that provides for
 8 production without prior privilege review. Pursuant to Federal Rule of Evidence
 9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
 10 of a communication or information covered by the attorney-client privilege or
 11 work product protection, the parties may incorporate their agreement in the
 12 stipulated protective order submitted to the court provided the Court so allows.

13 **12. MISCELLANEOUS**

14 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any
 15 person to seek its modification by the Court in the future.

16 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this
 17 Protective Order no Party waives any right it otherwise would have to object to
 18 disclosing or producing any information or item on any ground not addressed in
 19 this Stipulated Protective Order. Similarly, no Party waives any right to object on
 20 any ground to use in evidence of any of the material covered by this Protective
 21 Order.
 22

23 **12.3 Filing Protected Material.** A Party that seeks to file under seal any
 24 Protected Material must comply with Civil Local Rule 79-5. Protected Material
 25 may only be filed under seal pursuant to a court order authorizing the sealing of the
 26 specific Protected Material at issue. If a Party's request to file Protected Material
 27 under seal is denied by the court, then the Receiving Party may file the information
 28

1 in the public record unless otherwise instructed by the court.

2 **13. FINAL DISPOSITION**

3 After the FINAL DISPOSITION of this Action, as defined in paragraph
4 2.8, within 30 days of a written request by Designating Party, each Receiving Party
5 must return all Protected Material to the Producing Party. As used in this
6 subdivision, “all Protected Materials” includes all copies, abstracts, compilations,
7 summaries, and any other format reproducing or capturing any of the Protected
8 Material. The Receiving Party must submit a written certification to the Producing
9 Party (and, if not the same person or entity, to the Designating Party) by the 30 day
10 deadline that (1) identifies (by category, where appropriate) all the Protected
11 Material that was returned and (2) affirms that the Receiving Party has not retained
12 any copies, compilations, summaries or any other format reproducing or capturing
13 any of the Protected Material. Notwithstanding this provision, Counsel are entitled
14 to retain an archival copy of all pleadings, motion papers, trial, deposition, and
15 hearing transcripts, legal memoranda, correspondence, deposition and trial
16 exhibits, expert reports, attorney work product, and consultant and expert work
17 product, even if such materials contain Protected Material.

18 ///

19 ///

20 ///

21 ///

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25
26 **14. VIOLATION**

27 A willful violation of this Order may be addressed as deemed appropriate
28 by the Court.

IT IS SO STIPULATED:

DATED: July 10, 2023

Respectfully submitted,

CALEB E. MASON

Werksman, Jackson & Quinn, LLP

By: /s/ *Caleb Mason*

Attorney for Plaintiff, TONI MCBRIDE

DATED: July 10, 2023

Respectfully submitted,

HYDEE FELDSTEIN SOTO, City Attorney

DENISE C. MILLS, Chief Deputy City Attorney

SCOTT MARCUS, Senior Assistant City Attorney

ANETA FREEMAN, Managing Assistant City

Attorney

KEIMER E. RAYMOND, Deputy City Attorney

By: /s/ *Keimer E. Raymond*

Attorney for Defendants, LOS ANGELES POLICE

DEPARTMENT and CHIEF MICHEL MOORE

DATED: July 12, 2023

By: 

Magistrate Judge Hon. Jean P. Rosenbluth

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EXHIBIT A

NONDISCLOSURE AGREEMENT

1 I, _____ do solemnly swear that I am fully
2 familiar with the terms of the Protective Order entered in Toni McBride v. Los
3 Angeles Police Department; Chief of Police Michel Moore, United States District
4 Court for the Central District of California, Central Division, Case No. 2:23-cv-
5 02904-RGK-JPR, and hereby agree to comply with and be bound by the terms and
6 conditions of said Order. I hereby consent to the jurisdiction of the United States
7 District Court for the Central District of California for purposes of enforcing this
8 Order.

9
10 **Dated:**

Signed: